actions for personal injuries against cities, which accrued more than two years before, is not unconstitutional, and that in a small state like Massachusetts, where means of communication are so adequate, an allowance of 30 days is a reasonable time in which to bring an action which would be barred by the change.

Recovery of Payment Made by Mistake.—The parties to the case of Johnson *v.* Saum, 114 Northwestern Reporter, 618, had made a settlement of their accounts. It appeared that plaintiff was indebted to defendant for $540, in payment of which plaintiff transferred to defendant a mare. Subsequently plaintiff found that he was mistaken in supposing himself indebted to defendant, and brought action for the recovery of $540. Defendant offered to prove that the mare was worth not more than $30, which offer the court refused, and plaintiff recovered judgment for $465. The Supreme Court of Iowa held that recovery should have been limited to the value of the mare, expressing the devout hope that the unfortunate mare, which had twice made the journey from the trial court and back again, might not be again compelled to repeat the dreary round, and suggesting to her sponsors that the game was not worth the candle.

Injuries to Automobile from Defects in Highway.—A railroad company, in reconstructing a highway, had filled its bed with two or three feet of sand, in which plaintiff's automobile became struck while passing over. Assistance was necessary to disengage the car, which, while being extricated, was injured. Action was then instituted for damages. In Doherty *v.* Town of Ayer, 83 Northeastern Reporter, 677, the Supreme Judicial Court of Massachusetts held that statute, enacted more than 100 years ago, providing that highways should be kept in repair at the expense of the city or town, so as to be reasonably safe and convenient for travelers with carriages, could not reasonably be construed to embrace heavy machines like modern automobiles, as this would put towns in sparsely settled districts under enormous expense in the maintenance of highways.

Illegal Consideration.—A note was given in consideration of release of liability and dismissal of suit on another note, the consideration of which was the transfer of a liquor license in violation of law. In Kennedy *v.* Welch, 83 Northeastern Reporter, 11, the Supreme Judicial Court of Massachusetts held that illegality permeated the entire transaction; and, the first note being invalid, the dismissal of an action on it furnished no valid independent consideration for the new note.

Liability of Lessor of Theater for Death of Patron.—Defendant owned a building, which was not entirely completed, that he had leased to an amusement company. There was a door marked "Exit,"

over which was a red light, but it was neither locked nor guarded, and no steps led therefrom. The programs of the performance stated that red lights indicated exits. A young man, intending to leave the theater, passed through this door and fell to the sidewalk, receiving fatal injuries. His parents brought an action to recover for his death. In McCain *v.* Majestic Bldg. Co., 45 Southern Reporter, 258, the Supreme Court of Louisiana, holding that the premises were so placed in the control of the lessee company as to relieve the lessor, denied recovery.

Legal Execution of Insured.—In Collins *v.* Metropolitan Life Ins. Co., 83 Northeastern Reporter, 542, the Supreme Court of Illinois decided that recovery might be had on the life of a man who was legally executed for murder, as the fact that insured came to his death in this manner did not in any way release the insurance company from liability on the policy.

Effect of Limited Parole.—Plaintiff was sentenced to a term of imprisonment of eight months. When a portion of that time had expired, he was released on parole. Breaking his parole by engaging in a fight, he was remanded to jail, and the authorities attempted to hold him for the full previous term, excluding the time he had been at liberty. In Scott *v.* Chichester, 60 Southeastern Reporter, 95, the Virginia Supreme Court held plaintiff was entitled to his discharge on the expiration of the sentence, including therein his period of parole.

Mandamus to Compel Destruction of Bertillon Measurements.—A police officer compelled plaintiff, who was awaiting arrangements for bail, to be photographed and measured by the Bertillon system. Subsequently plaintiff instituted mandamus proceedings to compel the destruction of the measurements and photograph. In Gow *v.* Bingham, 107 New York Supplement, 1011, the New York Supreme Court, although condemning the action of the police department in strong terms, held that, as there was no express statutory duty imposed upon the police department to keep such records, mandamus would not lie, as such remedy lies only "to compel one to do what ought to be done in the discharge of a public duty."

Injuries to Persons Going between Cars at Crossing.—The Supreme Court of Utah, in Gesas *v.* Oregon Short Line R. Co., 93 Pacific Reporter, 274, held that a boy who was injured by crossing between the cars of a train, for the moving of which, from a crossing, he had waited for half an hour, was not a trespasser.

Boycott as Violation of Anti-Trust Law.—Complainants, hat manufacturers at Danbury, Conn., engaged in the sale of their product in several states. Defendants, members of a labor union, sought to